

## General terms and conditions ControlSolutions International B.V.

These general terms and conditions have been filed at the Chamber of Commerce in Amsterdam. The last registered version or the version valid at the time of the creation of this contract shall apply.

### 1 Definitions

In these general terms and conditions the following definitions mean:

1. Client: Principal, the party that commissions the assignment;
2. Contractor: ControlSolutions International B.V. Schiphol-Rijk and/or his alliance- and business partners.

### 2 Applicability

1. These terms and conditions apply to all legal relations between client and contractor, subject to changes made to these terms and conditions that are explicitly acknowledged by both parties in writing.

### 3 Conclusion of the contract

1. The contract shall become effective upon receipt by the contractor of the confirmation of the engagement duly signed by the contractor and the client. Confirmation shall be based on the information supplied to the contractor by the client at that time. The confirmation of the engagement is deemed to reflect the contract terms accurately and completely.
2. The parties are free to prove that the contract has been concluded in some other way.
3. The contract is entered into for an indefinite period of time, unless it is clear from the content, nature or scope of the engagement that is entered into for a specific period.

### 4 Provision of information

1. Client shall ensure that all data that the contractor has indicated to be necessary for carrying out the contract, or that should reasonably be necessary, will be provided to the contractor in good time.
2. If the information required for the execution of the contract is not provided in time, contractor has the right to postpone the execution of the contract and/or to charge additional costs resulting from the postponement to the client at the usual rates.
3. The documentation supplied shall be returned to the client on completion of the engagement if and to the extent that client so requests.
4. Client guarantees the accuracy, completeness and reliability of the data and documents provided to contractor, including information and documentation originating from third parties, except where precluded by the nature of the engagement.

### 5 Execution of the contract

1. Contractor shall determine the way in which and the person(s) by whom the engagement is to be performed. Assigned person(s) are referred to as the serviceteam.
2. Contractor executes the assignment to the best of his abilities, in accordance with the requirements of good craftsmanship and based on the current state of art.
3. If, during the execution of the contract, it appears to be necessary to amend or supplement the activities and/or the serviceteam in order to execute the assignment properly, the parties shall adjust the contract accordingly in good time and in mutual consultation.
4. In order to ensure that the work and services are performed well and as much as possible according to the schedules, client must provide in good time all information that contractor needs in order to carry out the work and services commissioned.
5. At contractors request client must provide contractor with a workplace and/or workstation with common ICT facilities free of charge.

### 6 Confidentiality

1. Unless contractor is subject to a statutory or professional duty of disclosure, contractor shall be obliged to observe confidentiality with respect to confidential information received from client towards third parties. Client may release contractor from this obligation.

2. The information provided by client will not be used by contractor for any purpose other than for which it was obtained. However, an exception will be made if contractor must defend himself in any disciplinary proceedings, civil court action or criminal proceedings in which this information may be important.
3. Contractor will in turn impose the obligations described in this section on a subcontractor if any.
4. Unless authorized to do so by prior written permission of contractor, client may not make public the contents of reports, recommendations or other statements, written or otherwise, drawn up by the (sub)contractor and not written or designed for the purpose of providing third parties with the information contained therein. Client must also ensure that third parties cannot gain unauthorized access to the material referred to in preceding sentence.
5. In case of a violation of the preceding paragraph, a penalty of €5.000 (five thousand euros) shall be payable on demand by client to contractor for each violation and €1.000 for each day the violation lasts without prejudice to contractor's right if he so chooses to compensation of the actual loss.

### 7 Intellectual property

1. Contractor reserves all rights relating to intellectual property that he uses or has used in carrying out the work and services commissioned by the client, to the extent that these property rights arise from the law.
2. Client is expressly forbidden to reproduce, make public or exploit, whether or not through third parties, any of the above-mentioned intellectual property, including but not limited to computer software, system designs, processes, recommendations, contracts or model contracts, manuals and other intellectual property of contractor, all in the broadest possible sense.
3. Client is not permitted to provide third parties with any other tools derived from or contained in the above-mentioned products, other than for the sole purpose of obtaining an expert opinion on the works performed or being carried out by contractor.
4. In case of a violation of the preceding paragraph, a penalty of €5.000 (five thousand euros) shall be payable on demand by client to contractor for each violation and €1.000 for each day the violation lasts without prejudice to contractor's right if he so chooses to compensation of the actual loss.

### 8 Fees

1. The assignment is in the nature of a best efforts obligation, in view of the fact that contractor cannot guarantee that the intended result be achieved. Contractors fees do not therefore depend on the result of the work and services commissioned.
2. If wages and/or prices rise after the contract has been concluded but before the work and services commissioned are fully completed, contractor will be entitled to adjust the agreed rate of fees accordingly, unless client and contractor have agreed otherwise.
3. Following on from the preceding paragraph, contractor is entitled to an annual indexation of the agreed fees as of January 1 in accordance with the '*CBS Index voor CAO-lonen per uur inclusief bijzondere beloningen voor de financiële/zakelijke dienstverlening*'.
4. Contractors fees, plus any advance payment and charges billed by third parties employed by contractor, will be charged to client monthly or after completion of the work and services commissioned, unless the client and contractor have agreed different otherwise. VAT will be charged separately on all amounts payable by the client to contractor.

## 9 Payment

1. Payment by client must be made without any deductions, discounts or set-off and within the agreed time limits, but in no event later than 14 (fourteen) days of the date of invoice.
2. Payment must be made in euros by transfer to a bank account to be designated by contractor.
3. If client does not make payment within the period specified in paragraph 1 of this section and fails to do so after contractor has at least given notice of default once, contractor will be entitled, without any further notice of default being required and without prejudice to any of contractor other rights, to charge the client interest at the statutory rate from the due date of payment until the date of payment in full.
4. All costs, including debt collection costs, incurred by contractor in and out of court on account of the failure of the client to fulfill his payment obligations will be chargeable to the client, with a minimum of €250.
5. If, in contractor's opinion, the client's financial position or his payment performance gives cause for doing so, contractor may require client to provide additional security in a form to be determined by contractor.
6. If the client fails to provide the security stated in preceding paragraph of this section, contractor will be entitled, without prejudice to any of his other rights, to suspend the further execution of the contract with immediate effect, and the whole of the amount owed by client to contractor, on any account whatever, will be payable immediately.
7. If the contract has been entered into by several clients jointly, then, to the extent that the work and services commissioned have been carried out for the benefit of those joint clients, the clients will be jointly and severally liable for payment of the invoiced amounts.

## 10 Complaints

1. Any complaint concerning the work and services performed and/or the invoiced amount must be made known to contractor in writing within 30 days of the date of dispatch of the documents or information to which the complaint relates, or, as the case may be, within 30 days of discovery of the deficiency if the client demonstrates that the deficiency could not reasonably have been discovered earlier.
2. Complaints as referred to in paragraph 1 of this article shall not release the client from his obligation to pay.
3. If the complaint is justified, the contractor shall select one of the following options: adjustment of the invoiced fees; correction or re-performance of the rejected work; or discontinuation of a proportion of all or part of the engagement with a refund of a proportion of the fees already paid by the client.

## 11 Terms of completion

1. If the client is required to make an advance payment or to provide information and/or materials needed for carrying out the work and services, the term within which the work and services must be completed will start only and no sooner than on receiving payment in full, or when all information and/or materials have been made available.
2. Any period stated within which the work and services must be completed is to be regarded as an absolute deadline only if this has been expressly agreed.

## 12 Termination

1. Client and contractor may terminate the contract at any time subject to a 14 days' notice.
2. Notice of termination must be given to the other party in writing.
3. If the contract is terminated by the client while the work and services commissioned are in progress, contractor will be entitled to compensation for the loss of capacity utilization suffered, subject to this being demonstrated, in which respect the average amount of fees charged up to then will be the starting point for determining the amount of compensation.

## 13 Non-competition

1. Client is explicitly prohibited to, within 2 year after completion of the work and services commissioned, hire the persons involved with the engagement, either directly or indirectly for any work or service against payment or free of charge, unless contractor has stated, in writing and upfront, not to object.
2. In case of a violation of the preceding paragraph, a penalty of €10.000 (ten thousand euros) shall be payable on demand by client to contractor for each violation and €1.000 for each day the violation lasts without prejudice to contractor's right if he so chooses to compensation of the actual loss.

## 14 Liability

1. Contractor shall make every effort to have the work and services carried out by the serviceteam professionally and to the best of contractor's ability in accordance with what may reasonably be expected with respect to the task in hand. This obligation has the nature of a best efforts obligation since there is no guarantee that the intended result is achieved.
2. Client is responsible for the reliability and completeness of the information provided to contractor and his serviceteam. Contractor is not liable for damages caused by the incompleteness or inadequacy of information provided by or on behalf of the client.
3. Contractor is liable towards client only for losses directly resulting from failures in the observance of the contract attributable to the serviceteam, if and insofar as the loss could have been avoided by standard skills and experience and normal alertness and working practice.
4. Contractor's maximum liability shall be limited to the amount of the fee of the contract.
5. Notwithstanding the preceding paragraph 4 of this section, in a contract with a term longer than three months, liability is further limited to the part of the fee due over the last three months of the contract.
6. Client indemnifies contractor against claims by third parties for losses due to incomplete or inaccurate information provided by the client to the serviceteam, unless the client proves that the damage is not due to a culpable act or omission on his part or it was caused by intent or gross negligence of the serviceteam.

## 15 Lapse of right

Except as stipulated otherwise in these general terms and conditions, rights of action and other rights that client may exercise against contractor relating to the performance of work and services by contractor on any account whatsoever will lapse after thirty days of the time at which the client became aware or could reasonably have been aware of the existence of those rights.

## 16 Applicable law

All contracts between client and contractor are governed by the law of The Netherlands.

## 17 Resolution of disputes

Any dispute is to be resolved by the court of law in the district in which contractor his registered office has, unless the 'kantonrechter' is authorized. Nevertheless, contractor is entitled to summon the counterparty to appear before the court authorized by law.

## 18 Translations

These general terms and conditions are a translation of the Dutch version as filed with the chamber of commerce in Amsterdam. In the event of differences between this translation and the Dutch text, the Dutch version will prevail.